

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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PFSS 2020 HOLDING COMPANY, LLC,

Plaintiff,

20-cv-8884-PAE

-against-

JUDGMENT OF
FORECLOSURE
AND SALE

FINDLAY ESTATES, LLC, SHEINDY GRUNHUT,
COHLER FUEL OIL COMPANY, INC., and
JOHN DOES 1-0, the names of the last 50 Defendants,
being fictitious and unknown to Plaintiff, such persons
or parties being intended to designate parties with liens
that are subject and subordinate to the lien of the
mortgage being foreclosed herein and tenants, lessees,
or occupants of portions of the mortgaged premises
described in the Complaint, THE CITY OF NEW YORK,
NEW YORK CITY ENVIRONMENTAL CONTROL
BOARD, TAMID LLC, and NEW YORK CITY
DEPARTMENT OF HOUSING PRESERVATION
AND DEVELOPMENT,

Defendant(s).

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On the Summons in a Civil Action (the "Summons") and Complaint (the "Complaint")
filed herein on October 23, 2020; on the Notice of Pendency filed in the Bronx County Clerk's
Office; and upon the Order of the Court entered on August 27, 2021;

NOW, upon the Affidavit of Amounts Due to Plaintiff PFSS 2020 Holding Company, LLC
("Plaintiff") by Sharon Briskman, the Court finds that;

The amount computed by the Court to be due on the Note ("Note") and Mortgage is
\$7,136,915.59, including interest, as of September 15, 2021.

IT IS ORDERED AND ADJUDGED, that the mortgaged premises described in the
Complaint and described in Schedule "A" annexed hereto be sold pursuant to this Judgment.

Together with all right, title and interest of the owner thereof, if any, in and to the land
lying in the streets and road in front of the adjoining said premises, to the center line thereof.

Together with all fixtures and articles of personal property annexed to, installed in, or used in connection with the mortgage premises, all as more fully set forth in the aforementioned mortgage, be sold in three (3) parcels subject to the following: any state of facts that an accurate survey may show; easements, covenants, restrictions or reservations or records, if any; zoning restrictions and any amendments thereto according to law now in force; existing violations and orders of the appropriate departments of any City, Town or Village, if any; the physical condition of the premises at the time of closing; and with any apportionments or adjustments; at public auction to be held on the steps of the Thurgood Marshall Courthouse of the Southern District of New York, located at 40 Foley Square, New York, NY 10007 by and under the direction of Mark McKew, Esq., who is hereby designated as Referee herein to sell the mortgaged premises in accordance with that purpose; that said Referee give public notice of the time and place of such sale in accordance with RPAPL §231 in the New York Post newspaper and in the case the Plaintiff shall become the purchaser at the said sale, Plaintiff shall not be required to make any deposit thereon, that said Referee or his/her duly appointed designee, execute to the purchaser or purchasers on such a sale a deed of the premises sold, that in the event a third party other than the Plaintiff becomes the purchaser or purchasers at such sale, the closing of title shall be had thirty days after such sale unless otherwise stipulated by all parties to the sale; and it is further

ORDERED that said Referee or his/her duly appointed designee then deposit the balance of said proceeds of the sale in his/her own name as Referee in an FDIC Insured Bank and shall thereafter make the following payments and his/her checks drawn for that purpose shall be paid by said depository.

1st The sum of \$750.00 to said Referee for his/her fees herein.

2nd The expenses of the sale and the advertising expenses as shown on the bills presented to said Referee and certified by him/her to be correct, duplicate copies of which shall be left with said depository.

3rd And also the sum of \$7,136,915.59 (inclusive of costs), the amount computed by the Court and adjudged to Plaintiff as aforesaid, with interest from September 15, 2021 and also the amount of any sums expended by Plaintiff, for taxes, assessments, water rates and sewer rents, with interest and penalties accrued thereon, or so much thereof as the purchase money of the mortgaged premises will pay of the same; and it is further

ORDERED AND ADJUDGED, that said Referee or his/her duly appointed designee shall take the receipt of Plaintiff or its attorney for the amounts paid as directed in item marked "3rd" and shall file it with his/her report of sale. That said Referee or his/her duly appointed designee shall deposit the surplus monies, if any, with the aforesaid depository, within 5 days after the same shall be received and ascertainable, to the credit of this action, to be withdrawn only on the order of a Judge of this Court.

In the event that the Plaintiff or a governmental agency thereof is the purchaser of said mortgaged premises at said sale, or in the event that the rights of the purchaser at said sale and the terms of sale under this judgment shall be assigned to and be acquired by Plaintiff or any such governmental agency, and a valid assignment thereof be filed with the said Referee or his/her duly appointed designee shall not require Plaintiff or such governmental agency to pay in cash the amount bid at such sale, but shall execute and deliver to Plaintiff or such governmental agency a deed of the premises sold. Plaintiff or such governmental agency shall pay the amount specified in the items marked "1st" and "2nd" and shall also pay the amount of the aforesaid taxes, assessments, water rates, sewer rents and interest and penalties thereon, if any. Said Referee or

his/her duly appointed designee shall apply the balance of the amount bid after deducting therefrom the aforesaid amount paid by Plaintiff or such governmental agency, to the amounts due Plaintiff in the item marked "3rd", and if there be a surplus over and above said amounts due Plaintiff, Plaintiff shall pay to said Referee or his/her duly appointed designee upon delivery of said Referee's Deed, the amount of such surplus, and said Referee or his/her duly appointed designees shall deposit said surplus as hereinabove directed.

ORDERED AND ADJUDGED, that the purchaser at said sale be let into possession on production of the said Referee or his/her duly appointed designee's deed; and it is further

ORDERED AND ADJUDGED, that, unless a receiver has previously been appointed by the Court, Defendant Findlay Estates, LLC, shall remain responsible for the management and operation of the mortgaged premises (including the interests of third-parties such as residents), until the earlier of (1) the Court's appointment of a receiver or (2) said sale of the mortgaged premises.

ORDERED AND ADJUDGED, that each and all of the Defendants in this action, and all the persons claiming under them, or any or either of them, after filing of the notice of the pendency of this action, be and hereby be forever barred and foreclosed of all right, title, claim, interest, lien and equity of redemption in said mortgaged premises and each and every party thereof; and it is further

ORDERED, ADJUDGED AND DECREED, that said premises is to be sold in three (3) parcels in "as is" physical order and condition, subject to any state of facts that an inspection of the premises would disclose, any state of facts that an accurate survey of the premises would show; any covenants, restrictions, declarations, reservations, easements, rights of way and public utility agreements of record, if any; any building and zoning ordinances of the municipality in which the

mortgaged premises is located and possible violations of same; any rights of tenants or person in possession of the subject premises; prior lien(s) of record, if any, except those liens addressed in section 1354 of the Real Property Actions and Proceedings Law. Said premises commonly known as 1056, 1060, and 1064 Findlay Avenue, Bronx, New York, designated as Block 2433, Lots 46, 48, and 49. A description of said mortgaged premises is annexed hereto and made a part hereof as Schedule "A".

Dated: New York, New York
September 67, 2021
October



The Honorable Paul A. Engelmayer
United States District Court Judge

SCHEDULE A

Legal Description

Parcel I: (1056 Findlay Ave, Bronx, NY)

ALL that certain plot, piece or parcel of land, with the building and improvements thereon erected, situate, lying and being in the Borough and County of Bronx, City and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Findlay Avenue, distant 148 feet northerly from the corner formed by the intersection of the said easterly side of Findlay Avenue with the northerly side of East 165th Street;

RUNNING THENCE easterly parallel with the northerly side of 165th Street, and part of the distance through a party wall, 100.01 feet;

THENCE northerly parallel with the easterly side of Findlay Avenue, 36 feet;

THENCE westerly again parallel with the northerly side of 165th Street, and for a part of the way through another party wall, 100.01 feet to the easterly side of Findlay Avenue; and

THENCE southerly along the easterly side of Findlay Avenue, 36 feet to the point or place of BEGINNING.

For Information Only:

Premises being known as 1056 Findlay Avenue, Bronx, NY 10456

Block: 2433 Lots: 46

Parcel II: (1060 Findlay Ave, Bronx, NY)

ALL that certain plot, piece or parcel of land, with the building and improvements thereon erected, situate, lying and being in the Borough and County of Bronx, City and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Findlay Avenue, distant 184 feet northerly from the corner formed by the intersection of the said easterly side of Findlay Avenue with the northerly side of East 165th Street;

RUNNING THENCE easterly parallel with the northerly side of 165th Street and for part of the distance through a party wall, 100.01 feet;

THENCE northerly parallel with the easterly side of Findlay Avenue, 36 feet;

THENCE westerly again parallel with the northerly side of 165th Street and for part of the way through another party wall, 100.01 feet to the easterly side of Findlay Avenue; and

THENCE southerly along the said easterly side of Findlay Avenue, 36 feet to the point or place of BEGINNING.

For Information Only:

Premises being known as 1060 Findlay Avenue, Bronx, NY 10456
Block: 2433 Lots: 48

Parcel III: (1064 Findlay Ave, Bronx, NY)

ALL that certain plot, piece or parcel of land, with the building and improvements thereon erected, situate, lying and being in the Borough and County of Bronx, City and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Findlay Avenue, distant 220 feet northerly from the corner formed by the intersection of the easterly side of Findlay Avenue with the northerly side of East 165th Street;

RUNNING THENCE easterly parallel with the northerly side of East 165th Street and part of the way through a party wall, 100 feet to the center line of the block;

THENCE northerly along said center line of the block, 36 feet;

THENCE westerly again parallel with the northerly side of East 165th Street, and part of the way through another party wall, 100 feet to the easterly side of Findlay Avenue; and

THENCE southerly along the said easterly side of Findlay Avenue, 36 feet to the point or place of BEGINNING.

For Information Only:

Premises being known as 1064 Findlay Avenue, Bronx, NY 10456
Block: 2433 Lots: 49